

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

AMMACORE INC.,	:	
	:	
Plaintiff,	:	CIVIL ACTION FILE NO.
	:	
v.	:	_____
	:	
BLACK BOX LIMITED (f/k/a AGC	:	
NETWORKS LIMITED and	:	
NORSTAN COMMUNICATIONS,	:	
INC.,	:	
	:	
Defendants.	:	

COMPLAINT

Plaintiff Ammacore, Inc. (“Ammacore”) brings this complaint against Defendants Black Box Limited f/k/a AGC Networks (“Limited”) and Norstan Communications, Inc. d/b/a Black Box Network Services (“Norstan”) (collectively referred to herein as “Defendants”) and, in support thereof, shows this Honorable Court the following.

JURISDICTION AND VENUE

1.

The Court has jurisdiction in this matter pursuant to 28 U.S.C. § 1332.

2.

Venue in this Court is proper under 28 U.S.C. § 1391.

3.

Ammacore is Georgia corporation with its principal office located at 4555 Mansell Road, Suite 300, Alpharetta, Fulton County, Georgia.

4.

Limited is a foreign entity organized under the laws in the country of India. Limited conducts business throughout the United States, including in the state of Georgia. Limited is not registered with the Georgia Secretary of State Corporations Division. Limited may be served at its US Headquarters located at 2701 North Dallas Parkway, Plano, Texas 75093.

5.

Norstan is a corporation organized under the laws of the state of Minnesota and is a subsidiary of Limited. Norstan is registered with the Georgia Secretary of State Corporations Division and may be served through its registered agent, CT Corporation System, at 289 S Culver Street, Lawrenceville, GA 30046.

STATEMENT OF FACTS

6.

Ammacore is an onsite technology service company for resellers, manufacturers, distributors, and software vendors.

7.

Ammacore provided services to Defendants in 2022 and in 2023 at various job sites located throughout the United States.

8.

Beginning in December 2022, Limited and Defendants stopped paying invoices issued by Ammacore for the services Ammacore provided to one or both.

9.

As of March 27, 2023, the total principal balance owed to Ammacore by Defendants for services provided to one or both is \$4,035,322.43 (hereinafter the “Account”).

10.

Exhibit A, attached hereto and incorporated herein, provides a complete and detailed description of each invoice comprising the Account and the principal amount due for each invoice as of March 27, 2023.

COUNT I – SUIT ON ACCOUNT

11.

Ammacore restates and incorporates by reference incorporates the averments contained in Paragraphs 1 through 10 of this Complaint as if fully restated herein.

12.

The Account is a commercial account as defined by O.C.G.A. § 7-4-16.

13.

By correspondence dated March 14, 2023, Ammacore notified Norstan and Limited's Chief Financial Officer of its intent to assess interest on the Account pursuant to O.C.G.A. § 7-4-16 at the rate of 18% per annum and to file suit on the Account and to seek all awardable fees, costs, and expenses if the Account remained unpaid. A true and complete copy of this correspondence is attached hereto and incorporated herein as Exhibit B.

14.

By correspondence dated March 27, 2023, Ammacore notified Limited of the outstanding balance due on the Account and confirmed its intent to seek interest and attorneys' fees in its suit to collect the outstanding balance due on the Account. A true and complete copy of this correspondence is attached hereto and incorporated herein as Exhibit C.

15.

Neither of the Defendants identified to Ammacore an objection to any of the invoices identified on Exhibit A to this Complaint.

16.

As of March 27, 2023, the interest due on the Account, as calculated in accordance with O.C.G.A. § 7-4-16 at the rate of 18% per annum, is \$106,213.45. Interest will continue to accrue on each invoice comprising the at the rate of 18% per annum through the date of judgment.

17.

COUNT II – UNJUST ENRICHMENT

(Alternative to Count I)

18.

Ammacore restates and incorporates by reference the averments contained in Paragraphs 1 through 10 of this Complaint as if fully restated herein.

19.

Defendants have been unjustly enriched by the services Ammacore provided to them, which are described in each invoice identified on Exhibit A. Defendants have been further unjustly enriched by receiving goods purchased by Ammacore to complete the services as identified on certain invoices identified on Exhibit A.

Finally, Defendants have been unjustly enriched by Ammacore advancing payment for costs and other expenses owed by Defendants as reflected on certain invoices identified on Exhibit A.

20.

Defendants have received the benefits of the services, goods, and payments provided to them by Ammacore and have failed and refused to pay for the services, goods, or expenses.

21.

Allowing Defendants to retain the benefits provided to them by Ammacore without payment would be unjust.

22.

As of March 27, 2023, the total value of the benefits Ammacore provided to the Defendants is \$4,035,322.43.

COUNT III - ATTORNEYS' FEES AND COSTS OF LITIGATION

23.

Plaintiff restates and incorporates by reference the averments contained in Paragraphs 1 through 22 of this Complaint as if fully stated herein.

24.

Defendants have acted in bad faith, have been stubbornly litigious, and have caused Plaintiff unnecessary trouble and expense, entitling Plaintiff to a recovery of attorneys' fees and costs of litigation pursuant to O.C.G.A. § 13-6-11.

Respectfully submitted this 29th day of March, 2023.

BROWN LAW, LLC

/s/ Heather Brown

Heather Brown

Georgia Bar No. 100169

Counsel for Plaintiff

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